



**A RESOLUTION BY  
CITY UTILITIES COMMITTEE**

**04-*R*-0617**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MT VERNON PARK HOMEOWNER'S ASSOCIATION, INC. PROVIDING FOR THE NON-STANDARD LOCATION OF WATER METERS ON PRIVATE PROPERTY LOCATED IN THE CITY OF ATLANTA, FULTON COUNTY, GEORGIA, TO WHICH THE CITY PROVIDES WATER SERVICES; AND FOR OTHER PURPOSES.**

**WHEREAS**, Mt Vernon Park Home Owner's Association, Inc. ("Mt Vernon Park") wishes to convert its potable water service to be converted from a single meter to individual meters to allow individual home owner's to be billed directly; and

**WHEREAS**, the single-family homes in the subdivision are served with potable water from the City; and

**WHEREAS**, The City typically requires that water meters be located at the "service connection" location either on City property, in the right-of-way or within an easement or license granted to the City; and

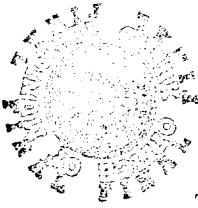
**WHEREAS**, Section 154-116 of the City's Code of Ordinances regarding the City's water system provides that, upon request, individual meters can be located on private property if the certain conditions as outlined in the Section can be met; and

**WHEREAS**, Mt Vernon Park proposes to locate fifteen (15) water meters at locations different than the service connection location, to allow each meter to be located on private property on an individual lot in the Subdivision; and

**WHEREAS**, the Commissioner of the City's Department of Watershed Management, after determining that the City's right of way is not suitable for installation of the water meters, has reviewed the request submitted by Mt Vernon Park for the installation of individual water meters within the Subdivision and have approved the request as conditioned upon compliance with the requirements of Paragraph (5) of Section 154-116 for installation of individual water meters on private property; and

**WHEREAS**, Mt Vernon Park has, accordingly, agreed to meet the conditions required by 154-116 of the City's Code of Ordinances; and

**WHEREAS**, it is desirable and in the best interests of the City to enter into an Agreement with Mt Vernon Park setting forth the terms between the parties concerning the installation of and responsibility for water system infrastructure, including meters, within the Subdivision.



**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA THAT,** the Mayor is authorized to execute with Mt Vernon Park an Agreement for the non-standard location of water meters on private property located within the Subdivision upon substantially the following conditions:

- 1) The Subdivision water meters and related appurtenances and infrastructure will be installed as required by City procedures and specifications, with the water meters located on private property.
- 2) The "service connection" will be located at the waterline saddle tap w/valves ("Valves"), as shown on Exhibit 1, so that the City's responsibility for the public portions of the water system includes the Valves.
- 3) The City or its representatives will read each water meter at the locations indicated on Exhibit 1.
- 4) Mt Vernon Park agrees to obtain, in writings to be delivered to the City, from any residential owner, prior to water service being established: [i] an acknowledgement of the City's or its representatives' license to enter private property to read the meter; [ii] an acknowledgment that the water lines between the meter and the residence and between the meter and the Valves must be maintained by the resident or Mt Vernon Park; [iii] an appropriate City easement for the water meter location; and [iv] an indemnification agreement indemnifying the City from all damage claims resulting from its or its representatives' installation, maintenance and access to the meter.

**BE IT FURTHER RESOLVED,** that the Commissioner of the Department of Watershed Management is authorized to accept on behalf of the City easements appropriate for the water meter locations on private property that comply with the specifications of the Department.

**BE IT FURTHER RESOLVED,** that the City Attorney is authorized to prepare an Agreement with Mt Vernon Park for this transaction, as deemed necessary and appropriate or as required by law.

**BE IT FURTHER RESOLVED,** that the Agreement will not become binding upon the City and the City will not be liable or obligated under it until it has been duly executed by Mt Vernon Park, executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to Mt Vernon Park.

A true copy,

*Rhonda Daughin Johnson*  
Municipal Clerk

**ADOPTED** by the Council  
**APPROVED** by the Mayor

April 19, 2004  
April 27, 2004

[illegible]

## LOCATION V.I.P.

[illegible]

AREA THIS TRACT.

110.363.79 50. FT.  
2.6713 ACRES

THE JOURNAL OF THE

**FLOOD HAZARD NOTE:**

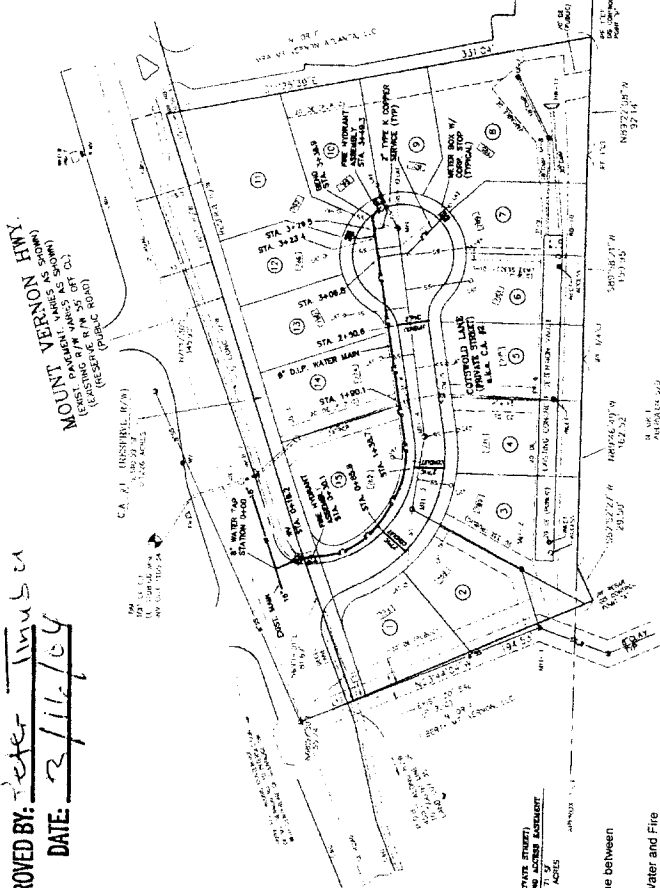
This property is now contained within the limits of flood hazard zone as defined by the Federal Emergency Management Agency Flood Insurance Map of unincorporated Palmdale County, CA (community panel no. 13171C01). The most recently recorded June 22, 1986 minimum first floor elevation note indicates a first floor elevation for lots 1, 2, 3, 4, 5, 6, 7 and 8 shall be 1000.0 feet.

RIGHT-OF-WAY NOTE:  
EXISTING RIGHT-OF-WAY SHOWN HEREON WAS  
TAKEN FROM APPROVED SITE PLAN FOR  
MOUNT VERNON PARK, PREPARED BY LOHE  
AND ASSOCIATES, DATED 08-04-72 AND  
RECEIVED 08-12-03

## CITY OF ATLANTA WATER SERVICES

APPROVED BY: Peter Tumbach

DATE: 2/11/10



**WATER AS-BUILT NOTE:**

A CONTRACTOR AS-BUILT PROVIDED TO THE UNDERSIGNED INDICATES THAT ALL UNDERGROUND WATER CONNECTIONS AND MATERIALS USED ARE IN CONFORMANCE WITH THE APPROVED CONSTRUCTION PLANS EXCEPT AS SHOWN HEREON.

THE FIELD SURVEY OF IMPROVEMENTS ON THIS SITE WAS CONDUCTED ON AUG. 26, 2003

### AS-BUILT PLAN CERTIFICATE

*[Signature]*

1002-72-1

DATE: A. RUMSE ENGINEERING AND SURVEYING, INC.

G.L.S. CONTROL DATA		
CONTROL POINT	MAGNETIC RECORD	DISTANCE
F-301		
F-451	N80 25 15 T	2376.27
F-301		
"A	S56 07 25 T	8002.79
F-351		
"B	S58 24 23 T	6447.23

## QUANTITIES OF MATERIALS

DIRB & CUTTER	1352 FEET
DE MULKS (MT. VERNON)	432 FEET
SLAWING (24" RC-80)	308 FEET
WINDY (24" RC-80)	308 FEET
WINDY SEWER (8 INCH)	258 FEET
WATER MAIN (8 INCH)	349 FEET
TOWN DRAINAGE	
18" C&P	129 FEET
24" ROP	253 FEET
30" C&P	100 FEET
TOTAL	2491 FEET

STATES OF RECORD NOTE:  
STATES OF RECORD NOT SHOWN  
STATES OF RECORD NOT SHOWN

C.A. #2 (PRIVATE STREET)  
INGREHAM/BOHLEN AND ADJACENT EASTMENT

Item # 1 Developer is to install shut-off valve at the demarcation line between private property and public right-of-way.

Item # 3 Water line on the private property will be disinfected in accordance with EPD requirements and a certification provided to The City of that effect.

Item # 4 The home owner association will sign a written acknowledgement that the HOA will maintain water line between the shut-off valve at the demarcation line between private property and public right-of-way.

Item # 5 Approval will be conditional upon approval by the City Council and final agreement between the City and the Developer.

Item # 8 Owner of each individual living premise shall purchase a new meter to be installed by The City of Atlanta.





## **AGREEMENT**

This AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, between Mt Vernon Park Homeowners' Association, Inc. ("Mt Vernon Park"), a Georgia corporation, and the City of Atlanta ("City"), a Georgia municipal corporation.

### **RECITALS:**

**WHEREAS**, Mt Vernon Park Home Owner's Association, Inc. ("Mt Vernon Park") wishes to convert its potable water service to be converted from a single meter to individual meters to allow individual home owner's to be billed directly; and

**WHEREAS**, the single-family homes in the subdivision are served with potable water from the City; and

**WHEREAS**, The City typically requires that water meters be located at the "service connection" location either on City property, in the right-of-way or within an easement or license granted to the City; and

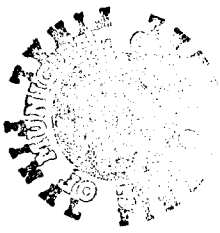
**WHEREAS**, Section 154-116 of the City's Code of Ordinances regarding the City's water system provides that, upon request, individual meters can be located on private property if the certain conditions as outlined in the Section can be met; and

**WHEREAS**, Mt Vernon Park proposes to locate fifteen (15) water meters at locations different than the service connection location, to allow each meter to be located on private property on an individual lot in the Subdivision; and

**WHEREAS**, the Commissioner of the City's Department of Watershed Management, after determining that the City's right of way is not suitable for installation of the water meters, has reviewed the request submitted by Mt Vernon Park for the installation of individual water meters within the Subdivision and have approved the request as conditioned upon compliance with the requirements of Paragraph (5) of Section 154-116 for installation of individual water meters on private property; and

**WHEREAS**, Mt Vernon Park has, accordingly, agreed to meet the conditions required by 154-116 of the City's Code of Ordinances;

The City has consented to the change to individual meters and, by legislation adopted on \_\_\_\_\_, 2004, by the City's Council and approved by the City's Mayor on \_\_\_\_\_, 2004, attached as Exhibit 1, authorized the City to execute with Mt Vernon Park an agreement pertaining to the proposed non-standard locations of the water meters;



Accordingly, the City and Mt Vernon Park agree as follows:

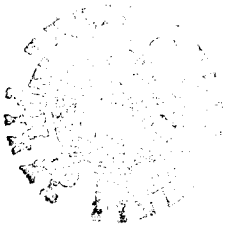
1. **Installation and Location of Meters.** As condition precedent to installation of the water meters, all appurtenances and pipes associated with the potable water services located within the Subdivision must meet City specifications and design requirements. The water meters for the individual properties in the Subdivision will be installed by the City with all costs borne by the individual property owners in accordance with the City's specifications and requirements. The water system for the Subdivision will contain individual water meters at the locations shown on Exhibit 2. The City agrees that each individual water meter will be read by the City or its representatives at the locations set forth on Exhibit 2 for the purposes of rendering bills to each individual property owner for its respective and independent water use. Mt Vernon Park agrees that, to the extent that the City or its representatives have to enter private property to read any meter, this Agreement constitutes a license and agreement by Mt Vernon Park that the City or its representatives are authorized to enter such private property and that entry will not constitute a trespass. Mt Vernon Park agrees to obtain, in writing, from any owner of any residence in the Subdivision, prior to installation of the water meter for that residence is established, an acknowledgement of the City's or its representatives' license to enter private property to read meters, an acknowledgement of the applicability of the City's Code of Ordinances to the residence with respect to water services provided to it and water infrastructure located within the Subdivision, an acknowledgement that water services provided to the Subdivision are governed, in addition to the City's Code of Ordinances and applicable law, by this Agreement, an acknowledgment that the water lines between the meter and the residence and between the meter and the Valves must be maintained by the resident or Mt Vernon Park, an appropriate easement in favor of the City for the location of the specific water meter serving the residence and an indemnification agreement indemnifying the City from all damage claims resulting from the installation, maintenance and access to the meter located on private property.
2. **"Service Connection; Infrastructure Responsibilities.** The "service connection" location for the Subdivision will not be located where any water meter is located. Instead, the "service connection" location will be at the point of the water saddle tap w/valves ("Valves"), as shown on Exhibit 2, so that the City's responsibility for the public portions of the water system includes the Valves. Mt Vernon Park agrees that it is entirely responsible, at its expense, for the construction, operation, maintenance and repair of all water services infrastructure located immediately after the "cutoff valve" and throughout the Subdivision. Further, the City's approval of the location of the individual water meters as identified as Exhibit 2 does not encompass an approval that the materials installed in the Subdivision in the form of water services infrastructure, except for materials identified on the Exhibit as being installed per City or County requirements or regulations, are fit or appropriate for their intended use (e.g. non-standard pvc pipe, etc.).



3.

### **Miscellaneous:**

- 3.1. **Binding Effect.** This Agreement will inure to the benefit of and be binding upon Mt Vernon Park and the City, their legal representatives and permitted successors and assigns.
- 3.2. **Severability.** In the event any provision in this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, that will not effect the remainder of this Agreement, and the remaining provisions of this Agreement will continue in force and effect to the extent as would have been the case had the invalid or unenforceable provisions of this Agreement had never been a part of this Agreement.
- 3.3. **Applicable Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- 3.4. **Forum Selection Clause.** The City and Mt Vernon Park agree that any judicial review of any claim arising under or concerning this Agreement must be brought in Fulton County, Georgia. Accordingly, the parties fix venue and jurisdiction for any claim concerning this Agreement in Fulton County, Georgia.
- 3.5. **Ethics: Gratuities And Kickbacks.**
  - 3.5.1. **Gratuities and Kickbacks.** The right of Mt Vernon Park to proceed under this Agreement may be terminated if, after notice and hearing, City determines that Mt Vernon Park:
    - 3.5.1.1. offered or gave a gratuity or kick-back (e.g. an entertainment, fee, commission, compensation of any kind or gift) to an officer, official, or employee of City; and
    - 3.5.1.2. intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
  - 3.5.2. **Rights and Remedies.** The rights and remedies of City provided in this Clause are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 3.6. **Contingent Fees.** Mt Vernon Park warrants that it has not employed or retained any company or person, other than a bona fide employee working for it to solicit or secure this Agreement; and that Mt Vernon Park has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for it, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this warranty, and upon a finding after



notice and hearing, City will have the right to terminate this Agreement, and collect from Mt Vernon Park the full amount of such fee, commission, percentage, gift or consideration.

- 3.7. **Further Acts.** Mt Vernon Park agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and effectuate the intent of this Agreement.



**CITY:**

**MT VERNON PARK HOMEOWNERS'  
ASSOCIATION, INC.**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Title:**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**MUNICIPAL CLERK (Seal)**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY  
(Seal)**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**COMMISSIONER, DEPARTMENT OF  
WATERSHED MANAGEMENT**

\_\_\_\_\_  
**CITY ATTORNEY**

**APPROVED:**

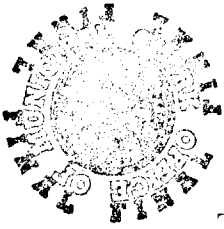
**RECOMMENDED:**

\_\_\_\_\_  
**CHIEF FINANCIAL OFFICER**

\_\_\_\_\_  
**DIRECTOR, BUREAU OF PURCHASING  
AND REAL ESTATE**

\_\_\_\_\_  
**CHIEF OPERATING OFFICER**





**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA THAT,** the Mayor is authorized to execute with Mt Vernon Park an Agreement for the non-standard location of water meters on private property located within the Subdivision upon substantially the following conditions:

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## TRANSMITTAL FORM FOR LEGISLATION

TO: **MAYOR'S OFFICE** Greg Pridgeon  
(For review & Distribution to Execution Management)

Commissioner's Signature: Jack Ravan Director's Signature: \_\_\_\_\_

From: Origination Dept. Watershed Management Contact (name): Melinda Langston

Committee(s) Purview: CUC Committee Deadline: \_\_\_\_\_

Committee Meeting Date(s): March 30, 2004 City Council Meeting Date: April 5, 2004

### CAPTION:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MT VERNON PARK HOMEOWNER'S ASSOCIATION, INC. PROVIDING FOR THE NON-STANDARD LOCATION OF WATER METERS ON PRIVATE PROPERTY LOCATED IN THE CITY OF ATLANTA, FULTON COUNTY, GEORGIA, TO WHICH THE CITY PROVIDES WATER SERVICES; AND FOR OTHER PURPOSES

### **BACKGROUND/PURPOSE/DISCUSSION:**

This paper allows for the installation of individual meters for subdivision. It gives city easements on private streets to install, read and maintain the installed meters.

### **FINANCIAL IMPACT (If Any):**

**None**

### **Mayor's Staff Only**

Received by Mayor's Office: 3.19.03 DP Reviewed by: JP  
(date) (initials)

Submit to Council: \_\_\_\_\_  
(date)

Action by Committee: \_\_\_\_\_ Approved \_\_\_\_\_ Adverse \_\_\_\_\_ Held \_\_\_\_\_ Amended  
\_\_\_\_\_ Substitute \_\_\_\_\_ Referred \_\_\_\_\_ Other

04-12-0617

(Do Not Write Above This Line)

A RESOLUTION BY  
CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE  
MAYOR TO ENTER INTO AN  
AGREEMENT WITH MT VERNON PARK  
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PRIVATE PROPERTY LOCATED IN THE  
CITY OF ATLANTA, FULTON COUNTY,  
GEORGIA, TO WHICH THE CITY  
PROVIDES WATER SERVICES; AND  
FOR OTHER PURPOSES

ADOPTED BY

APR 19 2004

COUNCIL

- ☐ CONSENT REFER  
☐ REGULAR REPORT REFER  
☐ ADVERTISE & REFER  
☐ 1st ADOPT 2nd READ & REFER  
☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred To \_\_\_\_\_

Committee

Date

Chair

Action  
Fav, Adv, Hold (see rev. side)  
Other

Members

*Members*  
*Charles D. Walker*  
*4/9/04*

Action  
Fav, Adv, Hold (see rev. side)  
Other

Refer To

Refer To

Committee

Date

Chair

Action  
Fav, Adv, Hold (see rev. side)  
Other

Members

Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd

Readings

☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

APR 19 2004

COUNCIL PRESIDENT PROTEM

APR 19 2004

*Charles D. Walker*  
MUNICIPAL CLERK

MAYOR'S ACTION

MAYOR

APR 27 2004